

TEXTRON

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Craig Whitenack, Civil Investigator
United States Environmental Protection Agency
Region IX, Southern California Field Office
600 Wilshire Avenue, Suite 1420
Los Angeles, California 90017

**Re: Yosemite Creek Superfund Site, San Francisco, CA
Response to 104(e) Information Request**

Dear Mr. Whitenack:

This letter responds to the October 15, 2009 request for information ("RFI") of the United States Environmental Protection Agency ("EPA") to Textron Inc. with regard to the Yosemite Creek Superfund site (the "Site"). Subject to both the general and specific objections noted below, and without waiving these or other available objections or privileges, Textron submits the following in response to the RFI and in accordance with the January 11, 2010 due date that EPA has established for this response.

In responding to the RFI, Textron has undertaken a diligent and good faith search for, and review of information in its possession, custody or control and that are relevant to this matter. However, Textron sold the facility in question, its former Kelly-Pickering/Spencer Kellogg facility in San Carlos, CA, approximately twenty-five years ago, and has limited information available to it at this later date, some seventeen years after it received an information request from the California Department of Toxic Substances Control seeking much the same information.

Moreover, the RFI purports to seek a great deal of information that is not relevant to the Site or alleged contamination at the Site. For example, while we understand the basis of the purported connection between Textron and the former Bay Area Drum State Superfund Site at 1212 Thomas Avenue in San Francisco, California (the "BAD Site"), certain RFI questions seek information regarding facilities other than the BAD Site, including *all* facilities in California and *all* facilities outside California that shipped drums or other containers to *any* location in the entire state of California. These other facilities throughout California and the United States have no nexus to the Site. Because such questions are not relevant to the Site, they are beyond the scope of EPA's authority as set forth in Section 104(e)(2)(A) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (EPA may request information "relevant to . . . [t]he identification, nature, and quantity of materials which have been . . . transported to a . . . facility").

The RFI also defined "COCs" as "any of the contaminants of concern at the Site and includes: lead, zinc, mercury, dichlorodiphenyltrichloroethane ("DDT"), chlordane, dieldrin, and polychlorinated biphenyls ("PCBs")." However, certain RFI requests also seek information regarding hazardous substances more broadly. These requests go beyond the specific chemicals for which EPA purports to have evidence of a release or threatened release to the environment at the Site and are not relevant to the Site pursuant to Section 104(e)(2)(A) of CERCLA.

As you know, the California Department of Toxic Substances Control ("DTSC") conducted an extensive investigation of the BAD Site and Respondent's operations in connection with it. DTSC's investigation included an information request to Respondent and the DTSC files include Respondent's Response to DTSC's information request, among other documents. We understand

that EPA is already in possession of DTSC's files regarding the BAD Site, and to the extent that EPA is not in possession of these files, they are readily available to EPA.

GENERAL OBJECTIONS

Respondent asserts the following general privileges, protections and objections with respect to the RFI and each information request therein.

1. Respondent asserts all privileges and protections it has in regard to the documents and other information sought by EPA, including the attorney-client privilege, the attorney work product doctrine, all privileges and protections related to materials generated in anticipation of litigation, the settlement communication protection, and any other privilege or protection available to it under law.
2. Respondent objects to any requirement to produce documents or information already in the possession of a government agency, including but not limited to DTSC, or already in the public domain. As noted above, DTSC conducted an extensive investigation of the BAD Site and Respondent's operations in connection with it. DTSC's investigation included an information request to Respondent and the DTSC files include Respondent's Response to DTSC's information request. EPA is already in possession of DTSC's files regarding the BAD Site, and to the extent that EPA is not in possession of these files, they are readily available to EPA. EPA is also in the possession regarding Respondent's responses to information requests that the agency sent with regard to the Lorentz Drum and Barrel Superfund Site, which also relate to the same former facility of Respondent.
3. Respondent objects to Instruction 4 to the extent it seeks to require Respondent, if information responsive to the RFI is not in its possession, custody, or control, to identify any and all persons from whom such information "may be obtained." Respondent is aware of no obligation that it has under Section 104(e) of CERCLA to identify all other persons who may have information responsive to EPA information requests and is not otherwise in a position to identify all such persons who may have such information.
4. Respondent objects to Instruction 5 on the ground that EPA has no authority to impose a continuing obligation on Respondent to supplement these responses. Respondent will, of course, comply with any lawful future requests that are within EPA's authority.
5. Respondent objects to Instruction 6 in that it purports to require Respondent to seek and collect information and documents in the possession, custody or control of individuals not within the custody or control of Respondent. EPA lacks the authority to require Respondent to seek information not in its possession, custody or control.
6. Respondent objects to the RFI's definition of "document" or "documents" in Definition 3 to the extent it extends to documents not in Respondent's possession, custody, or control. Respondent disclaims any responsibility to search for, locate, and provide EPA copies of any documents "known [by Respondent] to exist" but not in Respondent's possession, custody, or control.
7. Respondent objects to the RFI's definition of "Facility" or "Facilities" in Definition 4 because the terms are overbroad to the extent that they extend to facilities with no connection to either the Site or the BAD Site. Moreover, the term "Facilities" as defined in the RFI is confusing as the term is defined as having separate meanings in Definition 4 and Request No. 3.
8. Respondent objects to the definition of "you," "Respondent," and like terms in Definition 14 because the terms are overbroad and it is not possible for Respondent to answer questions on behalf of all the persons and entities identified therein. Notwithstanding this objection, and without waiving it, Respondent has undertaken a diligent and good faith effort to locate and furnish documents and information in its possession, custody, and control that are responsive to the RFI.
9. Respondent objects to EPA's requests that Respondent provide EPA separately information that is contained in documents being furnished by Respondent in response to the RFI. Where

documents have been provided in connection with a response, information sought by EPA in the corresponding request for information that is set forth in those documents should not be required to be furnished separately. To do otherwise would be unduly burdensome.

RESPONSES TO OCTOBER 15, 2009 EPA INFORMATION REQUESTS

1. *Describe generally the nature of the business conducted by Respondent and identify the products manufactured, formulated, or prepared by Respondent throughout its history of operations.*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. Without waiving its objections, the facility manufactured urethane, copolymer, and alkyd resins. Such further information is contained in Respondent's responses to the aforementioned previous government information requests related to the BAD Site and the Lorentz Barrel & Drum Superfund Site and the additional documents enclosed herein.

2. *Provide the name (or other identifier) and address of any facilities where Respondent carried out operations between 1940 and 1988 (the "Relevant Time Period") and that:*

- a. *ever shipped drums or other containers to the BAD Site for recycling, cleaning, reuse, disposal, or sale.*
- b. *are/were located in California (excluding locations where ONLY clerical/office work was performed);*
- c. *are/were located outside of California and shipped any drums or other containers to California for recycling, cleaning, reuse, disposal, or sale (for drums and containers that were shipped to California for sale, include in your response only transactions where the drums and containers themselves were an object of the sale, not transactions where the sole object of the sale was useful product contained in a drum or other container).*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. As stated in the RFI, "EPA is seeking to identify parties that have or may have contributed to contamination at the Site." However, in addition to facilities with a connection to the BAD Site, Request No. 2 purports to also seek information regarding *any* facility located in California (excluding locations where ONLY clerical/office work was performed) and *any* facility located outside of California that shipped drums or other containers to *any* location in California, even to locations other than the BAD Site. These other facilities have no nexus with the BAD Site, and thus this request seeks information that is not relevant to the Site.

Notwithstanding the foregoing, and without any waiver of its objections, the following former facility of Respondent has been identified as shipping drums or other containers to the BAD Site: Kelly-Pickering 956 Bransten Rd. San Carlos. Information responsive to this request can be found in Respondent's response to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

3. *Provide a brief description of the nature of Respondent's operations at each Facility identified in your response to Question 2 (the "Facilities") including:*

- a. *the date such operations commenced and concluded; and*
- b. *the types of work performed at each location over time, including but not limited to the industrial, chemical, or institutional processes undertaken at each location.*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. In particular, but without limiting the generality of the foregoing objection, Respondent objects to the request in (b.) that it describe "types of work performed at each location over time" Without an identification by EPA of the types of work it is referring to, it would be virtually impossible, given the broad nature of possible work at various facilities, to describe each and every type of work that was performed at any facility. To the extent that EPA seeks information about facilities that have no nexus with the BAD Site, this request is not relevant to the Site.

Notwithstanding the foregoing, and without any waiver of its objections, Respondent is providing EPA with certain information and documents that contain information related to Respondent's Facility that shipped drums or other containers to the BAD Site. Information responsive to this request can be found in Respondent's response to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

4. *For each Facility, describe the types of records regarding the storage, production, purchasing, and use of Substances of Interest ("SOI") during the Relevant Time Period that still exist and the periods of time covered by each type of record.*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome to the extent it seeks to require Respondent to describe "types of records." Where documents have been provided in response to this RFI, each and every document regarding SOIs is not also "identified" by describing its contents. Respondent further objects to Request No. 4 as it purports to seek information relating to hazardous substances beyond the specific chemicals for which EPA purports to have evidence of a release or threatened release to the environment at the Site and that is not relevant to the Site; thus Respondent has limited its review of documents and information to the COCs identified by EPA.

Notwithstanding the foregoing, and without any waiver of its objections, Respondent is providing EPA with certain information and documents that contain information related to Respondent's Facility that shipped drums or other containers to the BAD Site. To the extent Respondent has information responsive to this request it can be found in Respondent's response to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

5. *Did Respondent ever (not just during the Relevant Time Period) produce, purchase, use, or store one of the COCs (including any substances or wastes containing the COCs) at any of the Facilities? State the factual basis for your response.*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. By removing any temporal limit and any nexus between COCs at Respondent's Facility and the BAD Site, Request No. 5 purports to seek information relating to Respondent's Facility that is not relevant to contamination at the Site. Notwithstanding the foregoing, and without any waiver of its objections, to the extent Respondent has information responsive to this request it can be found in Respondent's response to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

6. *If the answer to Question 5 is yes, identify each COC produced, purchased, used, or stored at each Facility.*

RESPONSE:

See response to question 5 above.

7. *If the answer to Question 5 is yes, identify the time period during which each COC was produced, purchased, used, or stored at each Facility.*

RESPONSE:

See response to question 5 above.

8. *If the answer to Question 5 is yes, identify the average annual quantity of each COC produced, purchased, used, or stored at each Facility.*

RESPONSE:

See response to question 5 above.

9. *If the answer to Question 5 is yes, identify the volume of each COC disposed by the Facility annually and describe the method and location of disposal.*

RESPONSE:

See response to question 5 above.

10. *Did Respondent ever (not just during the Relevant Time Period) produce, purchase, use, or store hydraulic oil or transformer oil at any of the Facilities? State the factual basis for your response to this question.*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. By removing any temporal limit and any nexus between hydraulic fuel or transformer oil at Respondent's Facility and the BAD Site, Request No. 10 purports to seek information relating to Respondent's Facilities that is not relevant to contamination at the Site. Notwithstanding the foregoing, and without any waiver of its objections, to the extent Respondent has information responsive to this request it can be found in Respondent's response to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

11. *If the answer to Question 10 is yes, identify each specific type of hydraulic oil and transformer oil produced, purchased, used, or stored at each Facility.*

RESPONSE:

See response to question 10.

12. *If the answer to Question 10 is yes, identify the time period during which each type of hydraulic oil and transformer oil was produced, purchased, used, or stored.*

RESPONSE:

See response to question 10.

13. *If the answer to Question 10 is yes, identify the average annual quantity of each type hydraulic oil and transformer oil purchased, produced, used, or stored at each Facility.*

RESPONSE:

See response to question 10.

14. *If the answer to Question 10 is yes, identify the volume of each hydraulic oil and transformer oil disposed by the Facility annually and describe the method and location of disposal.*

RESPONSE:

See response to question 10.

15. *Provide the following information for each SOI (SOIs include any substance or waste containing the SOI) identified in your responses to Questions 5 and 10:*

- a. *Describe briefly the purpose for which each SOI was used at the Facility. If there was more than one use, describe each use and the time period for each use;*
- b. *Identify the supplier(s) of the SOIs and the time period during which they supplied the SOIs, and provide copies of all contracts, service orders, shipping manifests, invoices, receipts, canceled checks and other documents pertaining to the procurement of the SOI;*
- c. *State whether the SOIs were delivered to the Facility in bulk or in closed containers, and describe any changes in the method of delivery over time;*
- d. *Describe how, where, when, and by whom the containers used to store the SOIs (or in which the SOIs were purchased) were cleaned, removed from the Facility, and/or disposed of, and describe any changes in cleaning, removal, or disposal practices over time.*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. Request No. 15 purports to seek information relating to Respondent's Facility that is not relevant to contamination at the Site. Notwithstanding the foregoing, and without any waiver of its objections, to the extent Respondent has information responsive to this request it can be found in Respondent's response to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

16. *For each SOI delivered to the Facilities in closed containers, describe the containers, including but not limited to:*

- a. *the type of container (e.g. 55 gal. drum, tote, etc.);*
- b. *whether the containers were new or used; and*
- c. *if the containers were used, a description of the prior use of the container.*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. Request No. 16 purports to seek information relating to Respondent's Facility that is not relevant to contamination at the Site. Notwithstanding the foregoing, and without any waiver of its objections, to the extent Respondent has information responsive to this request it can be found in

Respondent's response to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

17. *For each container that Respondent used to store a SOI or in which SOIs were purchased ("Substance-Holding Containers" or "SHCs") that was later removed from the Facility, provide a complete description of where the SHCs were sent and the circumstances under which the SHCs were removed from the Facility. Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent's practices over time.*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. Respondent further objects to Request No. 17 as it assumes that each SHC is somehow individually identified, tracked, and used and reused by the same entity throughout the life of the SHC. There is no evidence that BAD operated in this way or that it tracked SHCs for its customers such that this information is available. Generally, SHCs, such as drums sent to drum reconditioners by a customer, are fungible commodities and are not individually tagged or tracked to ensure their return to that particular customer. Accordingly, Request No. 17 purports to seek information that does not exist.

Respondent further objects to Request No. 17 as it purports to seek information relating to hazardous substances beyond the specific chemicals for which EPA purports to have evidence of a release or threatened release to the environment at the Site and that is not relevant to the Site; thus Respondent has limited its review of documents and information to the COCs identified by EPA.

Additionally, as stated in the RFI, "EPA is seeking to identify parties that have or may have contributed to contamination at the Site." However, Request No. 17 purports to seek information regarding SHCs that were sent to sites other than the BAD Site. To the extent that EPA seeks information about facilities that have no nexus with the BAD Site, this request is not relevant to the Site.

Notwithstanding the foregoing, and without any waiver of its objections, to the extent Respondent has information responsive to this request it can be found in Respondent's response to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

18. *For each SHC that was removed from the Facility, describe Respondent's contracts, agreements, or other arrangements under which SHCs were removed from the Facility, and identity all parties to each contract, agreement, or other arrangement described. Distinguish between the Relevant Time Period and the time period since 1988.*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. As stated in the RFI, "EPA is seeking to identify parties that have or may have contributed to contamination at the Site." However, Request No. 18 purports to seek information regarding SHCs that were sent to sites other than the BAD Site. To the extent that EPA seeks information about facilities that have no nexus with the BAD Site, this request is not relevant to the Site. Notwithstanding the foregoing, and without any waiver of its objections, to the extent Respondent has information responsive to this request it can be found in Respondent's response to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

19. *For each SHC, provide a complete explanation regarding the ownership of the SHC prior to delivery, while onsite, and after it was removed from the Facility. Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent's practices over time.*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. Respondent further objects to Request No. 19 as it assumes that each SHC is somehow individually identified, tracked, and used and reused by the same entity throughout the life of the SHC. There is no evidence that BAD operated in this way or that it tracked SHCs for its customers such that this information is available. Generally, SHCs, such as drums sent to drum reconditioners by a customer, are fungible commodities and are not individually tagged or tracked to ensure their return to that particular customer. Accordingly, Request No. 19 purports to seek information that does not exist. As stated in the RFI, "EPA is seeking to identify parties that have or may have contributed to contamination at the Site." However, Request No. 18 purports to seek information regarding SHCs that were sent to sites other than the BAD Site.

Notwithstanding the foregoing, and without any waiver of its objections, to the extent Respondent has information responsive to this request it can be found in Respondent's response to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

20. *Identify all individuals who currently have, and those who have had, responsibility for procurement of Materials at the Facilities. Also provide each individual's job title, duties, dates performing those duties, current position or the date of the individual's resignation, and the nature of the information possessed by each individual concerning Respondent's procurement of Materials.*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. Request No. 20 purports to seek information that is not relevant to contamination at the Site. Respondent further objects to Request No. 20 as it purports to seek information regarding procurement of "Materials" at facilities other than the BAD Site and thus goes beyond the specific chemicals for which EPA purports to have evidence of a release or threatened release to the environment.

Notwithstanding the foregoing, and without any waiver of its objections, to the extent Respondent has information responsive to this request it can be found in Respondent's response to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

21. *Describe how each type of waste containing any SOIs was collected and stored at the Facilities prior to disposal/recycling/sale/transport, including:*

- a. *the type of container in which each type of waste was placed/stored;*
- b. *how frequently each type of waste was removed from the Facility; Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent's practices over time.*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. As stated in the RFI, "EPA is seeking to identify parties that have or may have contributed to contamination at the Site." However, Request No. 21 purports to seek information regarding collection and storage of "any SOIs" at facilities other than the BAD Site. To the extent that EPA seeks information about facilities that have no nexus with the BAD Site, this request is not relevant to the Site.

Notwithstanding the foregoing, and without any waiver of its objections, to the extent Respondent has information responsive to this request it can be found in Respondent's response to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

22. *Describe the containers used to remove each type of waste containing any SOIs from the Facilities, including but not limited to:*

- a. *the type of container (e.g. 55 gal. drum, dumpster, etc.);*
- b. *the colors of the containers;*
- c. *any distinctive stripes or other markings on those containers;*
- d. *any labels or writing on those containers (including the content of those labels);*
- e. *whether those containers were new or used; and*
- f. *if those containers were used, a description of the prior use of the container;*

Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent's practices over time.

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. Respondent further objects to Request No. 22 as it assumes that each SHC is somehow individually identified, tracked, and used and reused by the same entity throughout the life of the SHC. There is no evidence that BAD operated in this way or that it tracked SHCs for its customers such that this information is available. Generally, SHCs, such as drums sent to drum reconditioners by a customer, are fungible commodities and are not individually tagged or tracked to ensure their return to that particular customer. Accordingly, Request No. 22 purports to seek information that does not exist.

As stated in the RFI, "EPA is seeking to identify parties that have or may have contributed to contamination at the Site." Moreover, the RFI defined "COCs" as "any of the contaminants of concern at the Site and includes: lead, zinc, mercury, DDT, chlordane, dieldrin, and PCBs. Respondent further objects to Request No. 22 as it purports to seek information relating to hazardous substances beyond the specific chemicals for which EPA purports to have evidence of a release or threatened release to the environment at the Site and that is not relevant to the Site; thus, Respondent has limited its review of documents and information to the COCs identified by EPA. Additionally, Respondent]objects to Request No. 22 as it purports to seek information regarding containers used to remove each type of waste containing any SDIs from the Facilities and taken to any other place during any time. To the extent that EPA seeks information about facilities that have no nexus with the BAD Site, this request is not relevant to the Site.

Notwithstanding the foregoing, and without any waiver of its objections, to the extent Respondent has information responsive to this request it can be found in Respondent's response

to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

23. *For each type of waste generated at the Facilities that contained any of the SOIs, describe Respondent's contracts, agreements, or other arrangements for its disposal, treatment, or recycling and identify all parties to each contract, agreement, or other arrangement described. State the ownership of waste containers as specified under each contract, agreement, or other arrangement described and the ultimate destination or use for such containers. Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent's practices over time.*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. As stated in the RFI, "EPA is seeking to identify parties that have or may have contributed to contamination at the Site." Moreover, the RFI defined "COCs" as "any of the contaminants of concern at the Site and includes: lead, zinc, mercury, DDT, chlordane, dieldrin, and PCBs. Respondent further objects to Request No. 23 as it purports to seek information relating to hazardous substances beyond the specific chemicals for which EPA purports to have evidence of a release or threatened release to the environment at the Site and that is not relevant to the Site; thus, [Respondent] has limited its review of documents and information to the COCs identified by EPA. Additionally, Respondent objects to Request No. 23 as it purports to seek information regarding waste generated at any Facilities that contained any SOIs and taken to any other place during any time. To the extent that EPA seeks information about facilities that have no nexus with the BAD Site, this request is not relevant to the Site.

Notwithstanding the foregoing, and without any waiver of its objections, to the extent Respondent has information responsive to this request it can be found in Respondent's response to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

24. *Identify all individuals who currently have, and those who have had, responsibility for Respondent's environmental matters (including responsibility for the disposal, treatment, storage, recycling, or sale of Respondent's wastes and SHCs). Provide the job title, duties, dates performing those duties, supervisors for those duties, current position or the date of the individual's resignation, and the nature of the information possessed by such individuals concerning Respondent's waste management.*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. Identifying all individuals who currently have, and those who have had, responsibility for Respondent's environmental matters at all of Respondent's Facilities, including those that have no nexus to the BAD Site, is not feasible due to long history of existence/operations, the number of and the number of Respondent's locations

Notwithstanding the foregoing, and without any waiver of its objections, to the extent Respondent has information responsive to this request it can be found in Respondent's response to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

25. *Did Respondent ever purchase drums or other containers from a drum recycler or drum reconditioner? If yes, identify the entities or individuals from which Respondent acquired such drums or containers.*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome.

Identifying all drum recyclers or drum reconditioners from which Respondent has ever acquired such drums or containers is not feasible due to long history of existence/operations and the number of Respondent's locations.

Notwithstanding the foregoing, and without any waiver of its objections, to the extent Respondent has information responsive to this request it can be found in Respondent's response to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

26. *Prior to 1988, did Respondent always keep its waste streams that contained SOIs separate from its other waste streams?*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. Respondent further objects to Request No. 26 as it purports to seek information relating to hazardous substances beyond the specific chemicals for which EPA purports to have evidence of a release or threatened release to the environment at the Site and that is not relevant to the Site; thus, Respondent has limited its review of documents and information to the COCs identified by EPA.

Notwithstanding the foregoing, and without any waiver of its objections, to the extent Respondent has information responsive to this request it can be found in Respondent's response to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

27. *Identify all removal and remedial actions conducted pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., or comparable state law; all corrective actions conducted pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; and all cleanups conducted pursuant to the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq. where (a) one of the COCs was addressed by the cleanup and (b) at which Respondent paid a portion of cleanup costs or performed work. Provide copies of all correspondence between Respondent and any federal or state government agency that (a) identifies a COC and (b) is related to one of the above-mentioned sites.*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. As stated in the RFI, "EPA is seeking to identify parties that have or may have contributed to contamination at the Site." However, Request No. 27 purports to seek information regarding a broad range of removal and remedial actions, corrective actions and cleanups. Moreover, identifying all such removal and remedial actions is not feasible due to long history of existence/operations and the number of Respondent's locations. To the extent that EPA seeks information about facilities that have no nexus with the BAD Site, this request is not relevant to the Site.

Notwithstanding the foregoing, and without any waiver of its objections, to the extent Respondent has information responsive to this request it can be found in Respondent's response to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

28. *Provide all records of communication between Respondent and Bay Area Drum Company, Inc.; Meyers Drum Company; A.W. Sorich Bucket and Drum Company; Waymire Drum Company, Inc.; Waymire Drum and Barrel Company, Inc.; Bedini Barrels Inc.; Bedini Steel Drum Corp.; Bedini Drum; or any other person or entity that owned or operated the facility located at 1212 Thomas Avenue, in the City and County of San Francisco, California.*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. DTSC conducted an extensive investigation of the BAD Site and Respondent's operations in connection with it. DTSC's files include extensive records concerning the Bay Area Drum Company, Inc. and other persons and entities that owned or operated the facility located at 1212 Thomas Avenue, in the City and County of San Francisco, California. Respondent understands that EPA is already in possession of DTSC's files regarding the BAD Site, and to the extent that EPA is not in possession of these files, they are readily available to EPA.

29. *Identify the time periods regarding which Respondent does not have any records regarding the SOIs that were produced, purchased, used, or stored at the Facilities.*

RESPONSE:

In addition to the General Objections set forth above, Respondent objects to this request as overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome. In responding to the RFI, Respondent has undertaken a diligent and good faith search for, and review of, documents and information in its possession, custody or control and that are relevant to this matter. Moreover, Respondent understands that EPA is already in possession of DTSC's files regarding the BAD Site. Respondent is under no further obligation to identify time periods to which these documents do not pertain.

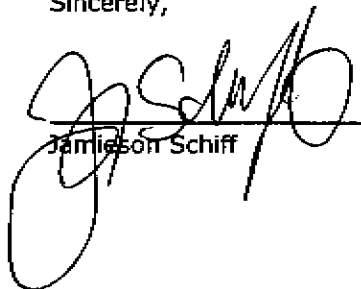
30. *Provide copies of all documents containing information responsive to the previous twenty-nine questions and identify the questions to which each document is responsive.*

RESPONSE:

Respondent objects to Request No. 30 as it purports to seek information relating to hazardous substances beyond the specific chemicals for which EPA purports to have evidence of a release or threatened release to the environment at the Site and that is not relevant to the Site; thus, Respondent has limited its review of documents and information to the COCs identified by EPA. Respondent further objects to Request No. 30 as it purports to seek copies of documents containing information responsive to the previous twenty-nine questions. DTSC conducted an extensive investigation of the BAD Site and Respondent's operations in connection with it. DTSC's investigation included an information request to Respondent and the DTSC files include Respondent's Response to DTSC's information request, among other documents. We understand that EPA is already in possession of DTSC's files regarding the BAD Site, and to the extent that EPA is not in possession of these files, they are readily available to EPA.

Notwithstanding the foregoing, and without any waiver of its objections, to the extent Respondent has information responsive to this request it can be found in Respondent's response to the aforementioned previous government information requests referenced in response #1 and the additional documents enclosed herein.

Sincerely,


Jamieson Schiff

AGRICOM INTERNATIONAL

823 BATTERY STREET, SAN FRANCISCO, CALIFORNIA 94111
CABLE ADDRESS "AGRICOM" TELEPHONE (415) 421-3724

F186

(119)

JOC

CONTRACT

Buyer's Purchase No. _____

Seller's Contract No. 221

Contract made at San Francisco, California, this 27th day of April, 1970
between AGRICOM INTERNATIONAL (a California Corporation), hereinafter called the Seller, and

Kelly Pickering Corporation
956 Bransten Road
San Carlos, California

hereinafter called the Buyer.

The Seller hereby sells and agrees to deliver and the Buyer hereby purchases and agrees to receive the amounts and on the terms and conditions herein set forth:

COMMODITY: Safflower Oil

QUANTITY: 120,000 pounds

QUALITY: Non Break

SHIPMENT: September/October 1970

PRICE: Thirteen and Five Tenths Cents (13.5¢) per pound delivered to Buyers plant in San Carlos

TERMS OF PAYMENT: N/C 10 days

REMARKS:

CLAUSE PARAMOUNT: This contract is subject to the published rules and regulations of

NIOP

in effect at contract date, which are hereby made a part hereof, except insofar as such rules and regulations conflict with any of the terms of this contract, including those upon the reverse hereof, in which event said terms shall govern.

AGRICOM INTERNATIONAL

BUYER

SELLER

PLEASE RETURN ONE FULLY EXECUTED COPY TO SELLER AT ABOVE ADDRESS.

AGRICOM INTERNATIONAL

632 BATTERY STREET, SAN FRANCISCO, CALIFORNIA 94111
CABLE ADDRESS "AGRICOM" TELEPHONE (415) 421-3724

CONTRACT

Buyer's Purchase No. _____

Seller's Contract No. 240

Contract made at San Francisco, California, this 27th day of May, 1970
between AGRICOM INTERNATIONAL (a California Corporation), hereinafter called the Seller, and

Kelly Pickering Corporation

956 Bronsten Avenue

San Carlos, California

hereinafter called the Buyer.

The Seller hereby sells and agrees to deliver and the Buyer hereby purchases and agrees to receive the amount and on the terms and conditions herein set forth:

COMMODITY: Safflower Oil

QUANTITY: 500,000 pounds

QUALITY: Non Break

SHIPMENT: September 1970 through August 1971 approximately even spread.

PRICE: 14.25¢/lb Sept/Nov; 14.625¢/lb Dec/Feb; 15.0¢/lb March/May; 15.375¢/lb June/Aug.

TERMS OF PAYMENT: Net Cash within 10 days after receipt of invoice.

REMARKS:

Delivered to Buyer's plant in full tank trucks, 50,000 pounds minimum loads.

CLAUSE PARAMOUNT: This contract is subject to the published rules and regulations of

N I O P

In effect at contract date, which are hereby made a part hereof, except insofar as such rules and regulations conflict with any of the terms of this contract, including those upon the reverse hereof, in which event said terms shall govern.

AGRICOM INTERNATIONAL

BUYER

SELLER

PLEASE RETURN ONE FULLY EXECUTED COPY TO SELLER AT ABOVE ADDRESS.

AGRICOM INTERNATIONAL

633 BATTERY STREET, SAN FRANCISCO, CALIFORNIA 94111
CABLE ADDRESS "AGRICOM" TELEPHONE (415) 421-3724

CONTRACT

Buyer's Purchase No.

Seller's Contract No.270.....

Contract made at San Francisco, California, this 5th day of May, 1970
between AGRICOM INTERNATIONAL (a California Corporation), hereinafter called the Seller, and

~~Kelly Pickering Chemical Corporation~~

~~956 Bransten Road~~

~~San Carlos, California 94070~~

hereinafter called the Buyer.

The Seller hereby sells and agrees to deliver and the Buyer hereby purchases and agrees to receive the amounts and on the terms and conditions herein set forth:

COMMODITY: Castor Oil

QUANTITY: Approximately 50,000 pounds

QUALITY: Dehydrated Castor Oil - G to H *

SHIPMENT: August/September 1970

PRICE: Drums - 28¢/lb. delivered Buyer's plant San Carlos
Bulk - 27¢/lb. delivered Buyer's plant San Carlos

TERMS OF PAYMENT:

Net Cash 10 Days

REMARKS:

*
Color Gard. Scale 3
Acid Value 2
Sap. Value 190
I. V. 140
Viscosity Gard. Scale G to H

CLAUSE PARAMOUNT: This contract is subject to the published rules and regulations of

N I O P

In effect at contract date, which are hereby made a part hereof, except insofar as such rules and regulations conflict with any of the terms of this contract, including those upon the reverse hereof, in which event said terms shall govern.

[Signature] 5/7/70

BUYER

AGRICOM INTERNATIONAL

D. J. Baker
Vice President Marketing

SELLER

PLEASE RETURN ONE FULLY EXECUTED COPY TO SELLER AT ABOVE ADDRESS.

Monsanto

C O M P A N Y

800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
(314) WYdown 3-1000

#186

(119)

DAC

SALES CONTRACT

SOLD TO KELLY-PICKERING COMPANY

965 BRANSTEN ROAD

SAN CARLOS, CALIFORNIA 95366

THE FOLLOWING GOODS, SUBJECT TO TERMS AS STATED BELOW AND ON THE REVERSE SIDE HEREOF

PERIOD JANUARY 1, 1970 - DECEMBER 31, 1970

GOODS PHTHALIC ANHYDRIDE

QUANTITY 250,000 POUNDS

PAYMENT TERMS NET 30 DAYS

F.O.B. ST. LOUIS, MO. FREIGHT PREPAID TO ALL POINTS IN THE
CONTINENTAL U.S. EXCEPT ALASKA ON 50 LBS OR MORE.

PACKING & PRICES 50-LB BAGS
\$0.13 (THIRTEEN CENTS) PER POUND

REMARKS

This contract will not be binding on Seller unless accepted and returned within thirty days from date hereof.

ACCEPTED AS OF THE DATE HEREOF

KELLY-PICKERING CO

BY _____

TITLE _____

S-436 REV. 1-65

DATED DECEMBER 22, 1969

MONSANTO COMPANY

BY *J. Glenn Hicks*

J. GLENN HICKS

TITLE AREA SALES MANAGER



PACIFIC VEGETABLE OIL CORPORATION

WORLD TRADE CENTER • SAN FRANCISCO, CALIF. 94111
CABLE ADDRESS "PAVED" TELEPHONE (415) 362-0990

Kelly-Pickering Chemical Corp.
945 Bransten Road
San Carlos, California

CONTRACT NO. 12521

CONTRACT DATE 11-14-69

TERMS N/C 10 days

BROKER House Account

BROKER NUMBER

DESTINATION POINT San Carlos, Cal.

QUANTITY 60,000

PACKAGE DESCRIPTION tankwagon

CONTRACT

THIS IS OUR CONTRACT OF SALE WITH YOU.
PLEASE SIGN ONE COPY AND RETURN TO US.

PRODUCT NUMBER	PRODUCT DESCRIPTION	QUANTITY	U M	UNIT PRICE	FOB DEL	PERIOD		SHIP FROM	
						FROM	TO	NAME	NO.
11009	Safflower Oil - N.B.	60,000	A	13000	FOB	11-69	11-69	Rich. Plant	111
				13375		12-69	02-70		
				13750		03-70	05-70		
				14115		06-70	08-70		

PRODUCT NUMBER	OPTIONS	PRICE VARIATION	FOB DEL	SHIP FROM		SHIP TO	
				NAME	NO.	NAME	NO.
	1.						
	2.						
	3.						
	4.						
	5.						

REMARKS:

SPECIFICATIONS P.V.O.

ANALYSIS Shipped

WEIGHTS Shipped

EQUIPMENT Seller's

CUSTOMER ORDER NO.

CONSIGNMENT YES NO X

This sale is subject to the following trading rules in effect on date of sale and are made a part of this contract to the extent such rules are not in conflict with the terms and conditions stated herein and on the reverse side:

SELLER: PACIFIC VEGETABLE OIL CORP.

BY D. J. Baker

BUYER: KELLY-PICKERING CHEM. CORP.

RULES N.I.O.P.

BY



PACIFIC VEGETABLE OIL CORPORATION

WORLD TRADE CENTER - SAN FRANCISCO, CALIF. 94111
CABLE ADDRESS "PAVEO" - TELEPHONE (415) 382-0990

CONTRACT

THIS IS OUR CONTRACT OF SALE WITH YOU.
PLEASE SIGN ONE COPY AND RETURN TO US.

Kelly Pickering Chemical Co.
956 Bransten Road
San Carlos, California 94070

CUSTOMER NO.	CONTRACT NO.	CONTRACT DATE	TERMS	CODE	SALES NO.
366698	12856 S	07-01-70	N/C 10 days	10	35100
QTY. PER SHIPMENT	PACKAGE	CODE	BROKER	DESTINATION POINT	
50,000	Tank Wagons	D	House	San Carlos, California Buyer's Plant	

PRODUCT NUMBER	PRODUCT DESCRIPTION	QUANTITY	*U.M.	UNIT PRICE	FOB DEL.	SHIP FROM		PERIOD	
						NAME	NO.	FROM	THROUGH
22255	Tung Oil	60,000	A	.23500	Del.	Rich. Plant	111	07-70	08-70

PRODUCT NUMBER	OPTIONS	PRICE VARIATION	FOB DEL.	SHIP FROM		SHIP TO	
				NAME	NO.	NAME	NO.
	1						
	2						
	3						
	4						
	5						

REMARKS:	* U.M. CODES	SPECIFICATIONS: PVO Catalog
	A. POUNDS B. SHORT TONS C. METRIC TONS D. LONG TONS E. CASES F. UNITS G. GALLONS	ANALYSIS: Shipped WEIGHTS: Shipped EQUIPMENT: Seller's CUSTOMER ORDER NO.: CONSIGNMENT: YES NO <input checked="" type="checkbox"/>

This sale is subject to the following trading rules in effect on date of sale and are made a part of this contract to the extent such rules are not in conflict with the terms and conditions stated herein and on the reverse side:

SELLER: PACIFIC VEGETABLE OIL CORP.

BY: Greg MacIntosh

BUYER: KELLY PICKERING CHEMICAL CO.

BY: Thad. Turner

RULES: N.Y.P.E.



PACIFIC VEGETABLE OIL CORPORATION

WORLD TRADE CENTER • SAN FRANCISCO, CALIF. 94111

CABLE ADDRESS "PAVEO" • TELEPHONE (415) 352-0930

CONTRACT

THIS IS OUR CONTRACT OF SALE WITH YOU.
PLEASE SIGN ONE COPY AND RETURN TO US.

Kelly-Pickering Chemical Co.
956 Bransten Road
San Carlos, California 94070

CUSTOMER NO.	CONTRACT NO.	CONTRACT DATE	TERMS	CODE	SALES NO.
366698	12861 S	07-07-70	N/C 10 days	10	35100
QTY. PER SHIPMENT	PACKAGE	CODE	BROKER		DESTINATION POINT
50,000	Tank Wagons	B	House		San Carlos, California Bureau's Plant

PRODUCT NUMBER	PRODUCT DESCRIPTION	QUANTITY	*U.M.	UNIT PRICE	FOB DEL.	SHIP FROM	PERIOD
22255	Tung Oil	120,000	A	22500	Del.	Rich. Plant	111 09-70 12-70

PRODUCT NUMBER	OPTIONS	PRICE VARIATION	FOB DEL.	SHIP FROM	SHIP TO
				NAME NO.	NAME NO.
	1				
	2				
	3				
	4				
	5				

REMARKS:	* U.M. CODES A. POUNDS B. SHORT TONS C. METRIC TONS D. LONG TONS E. CASES F. UNITS G. GALLONS	SPECIFICATIONS: <u>PVO Catalog</u> ANALYSIS <u>Shipped</u> WEIGHTS <u>Shipped</u> EQUIPMENT <u>Seller's</u> CUSTOMER ORDER NO. _____ CONSIGNMENT YES <u>NO</u> <u>X</u>
----------	--	--

This sale is subject to the following trading rules in effect on date of sale and are made a part of this contract to the extent such rules are not in conflict with the terms and conditions stated herein and on the reverse side:

RULES N.Y.P.E.

SELLER: PACIFIC VEGETABLE OIL CORP.

BY

FRANK J. LETSCHERT

BUYER

KELLY PICKERING CHEMICAL CO.

BY



PACIFIC VEGETABLE OIL CORPORATION

WORLD TRADE CENTER • SAN FRANCISCO, CALIF. 94111
CABLE ADDRESS "PVECO" TELEPHONE (415) 362-0990

Kelly-Pickering Chemical Corp.
945 Bransten Road
San Carlos, California

CONTRACT NO. 12545

CONTRACT DATE 12/5/69

TERMS N/C 10 days

BROKER None

BROKER NUMBER

DESTINATION POINT San Carlos, Cal

QUANTITY 420

PACKAGE DESCRIPTION Drums

CONTRACT

THIS IS OUR CONTRACT OF SALE WITH YOU.
PLEASE SIGN ONE COPY AND RETURN TO US.

PRODUCT NUMBER	PRODUCT DESCRIPTION	QUANTITY	U M	UNIT PRICE	FOB DEL	PERIOD		SHIP FROM	
						FROM	TO	NAME	NO.
11051	Safflower Oil KB HA Z7	58,800 (140 drums)	A	.22050 (10 drum withdrawals)	FOB	12-69	08-70	Rich. Plant	111

PRODUCT NUMBER	OPTIONS	PRICE VARIATION	FOB DEL	SHIP FROM		SHIP TO	
				NAME	NO.	NAME	NO.
1-5-70	1. 20 drum withdrawals	X (.00200)	FOB	Rich. Plant	111		
3-2-70	2.					6-30-70	25,600*
3-1-70	3. 47,600*						
3-1-70	4. 18,200*						
3-1-70	5. 12,000						
	57,600*						

REMARKS:

22.05¢/lb. in 10 drum withdrawals
21.85¢/lb. in 20 drum withdrawals

SPECIFICATIONS PVO Catalog

ANALYSIS Shipped
WEIGHTS Shipped
EQUIPMENT Seller's
CUSTOMER ORDER NO.
CONSIGNMENT YES ND X

This sale is subject to the following trading rules in effect on date of sale and are made a part of this contract to the extent such rules are not in conflict with the terms and conditions stated herein and on the reverse side:

SELLER: PACIFIC VEGETABLE OIL CORP.

BY Greg MacIntosh

BUYER: KELLY-PICKERING CHEM. CORP.

RULES N.I.O.P.

BY



PACIFIC VEGETABLE OIL CORPORATION

WORLD TRADE CENTER • SAN FRANCISCO, CALIF. 94111
CABLE ADDRESS "PAVED" TELEPHONE (415) 362-0900

Kelly-Pickering Chemical Corp.
956 Bransten Road
San Carlos, California

CONTRACT NO. **12597**

CONTRACT DATE **01-08-70**

TERMS **N/C 10 days**

BROKER **None**

BROKER NUMBER

DESTINATION POINT **Buyer's Plant
San Carlos, Cal.**

QUANTITY **50,000**

Full or combo

PACKAGE DESCRIPTION **Tankwagons**

CONTRACT

THIS IS OUR CONTRACT OF SALE WITH YOU.
PLEASE SIGN ONE COPY AND RETURN TO US.

PRODUCT NUMBER	PRODUCT DESCRIPTION	QUANTITY	U M	UNIT PRICE	FOB DEL	PERIOD		SHIP FROM	
						FROM	TO	NAME	NO.
28288	Amtol - Light	240,000	A	.09750	Del.	01-70	02-70	Rich. Plant	111
				.10000	Del.	03-70	09-70		111

PRODUCT NUMBER	OPTIONS	PRICE VARIATION	FOB DEL	SHIP FROM		SHIP TO	
				NAME	NO.	NAME	NO.
	1.					BAL	
	2.					7-1-70	180,000
	3.						
	4.						
	5.						

REMARKS:

To be delivered in full or combination tank trucks.

SPECIFICATIONS **PVO Catalog**

ANALYSIS **Shipped**

WEIGHTS **Shipped**

EQUIPMENT **Seller's**

CUSTOMER ORDER NO.

CONSIGNMENT YES ☐ NO ☒

This sale is subject to the following trading rules in effect on date of sale and are made a part of this contract to the extent such rules are not in conflict with the terms and conditions stated herein and on the reverse side:

SELLER: PACIFIC VEGETABLE OIL CORP.

BY 
Greg MacIntosh

BUYER: KELLY-PICKERING CHEM. CO.

RULES **N.I.O.P.**

BY

A.R. 11.50¢/lb. ex P.V.O. Richmond
Seed-refined 11.25¢/lb. ex pure
10.75¢/lb. ex pure

TENNECO CHEMICALS, INC.

A Major Component of TENNECO INC.



HEYDEN DIVISION
280 Park Avenue
New York, N. Y. 10017

CONTRACT

December 15, 1969

Tenneco Chemicals, Inc., Heyden Division, has sold and agrees to deliver and
KELLY-PICKERING CHEMICAL CORPORATION
956 Bransten Road
San Carlos, California

has purchased and agrees to take the following goods subject to the terms and conditions stated below:

PRODUCT: PHTHALIC ANHYDRIDE FLAKES

QUANTITY: Partial requirements estimated at:
One hundred and fifty thousand (150,000) pounds

DELIVERY: Over a period of one year from January 1, 1970
to December 31, 1970

PRICE: Truckload or carload, minimum 20,000 pounds \$.13 per pound
Less Truckload \$.14 per pound

F.O.B. Fords, New Jersey. Freight allowed to destination in United States.

TERMS: Net 30 days

Payment shall be made in lawful money of the United States.

PACKING: 50 pound bags included.

CONDITIONS: The conditions set forth on the reverse side hereof form a part of this contract. This contract is to be signed in duplicate, but shall not be valid unless signed by both parties hereto.

Subject to Purchaser's acceptance and return of duplicate copy within thirty (30) days from above date.

ACCEPTED

Date 1-20-70

TENNECO CHEMICALS, INC.
HEYDEN DIVISION


JAMES CLAYPOOLE
Manager, Sales Administration

TENNECO CHEMICALS, INC.

A Major Component of TENNECO INC.



HEYDEN DIVISION
280 Park Avenue
New York, N. Y. 10017

CONTRACT

December 15, 1969

Tenneco Chemicals, Inc., Heyden Division, has sold and agrees to deliver and
KELLY-PICKERING CHEMICAL CORPORATION
956 Bransten Road
San Carlos, California

has purchased and agrees to take the following goods subject to the terms and conditions stated below:

PRODUCT: MALEIC ANHYDRIDE BRIQUETTES

QUANTITY: Partial requirements estimated at:
Five thousand (5,000) pounds

DELIVERY: Over a period of one year from January 1, 1970
to December 31, 1970

PRICE: Truckload or carload, minimum 20,000 pounds \$.185 per pound
Less Truckload \$.200 per pound
F.O.B. Fords, New Jersey. Freight allowed to destination in United
States.
Add \$.01 per pound on shipments West of Rockies.

TERMS: Net 30 days.

Payment shall be made in lawful money of the United States.

PACKING:

50 pound bags included.

CONDITIONS: The conditions set forth on the reverse side hereof form a part of this contract. This contract is to be signed in duplicate, but shall not be valid unless signed by both parties hereto.

Subject to Purchaser's acceptance and return of duplicate copy within thirty (30) days from above date.

ACCEPTED KELLY PICKERING CHEMICAL CORP.

Date 1-20-70

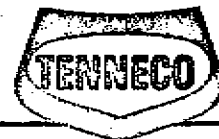
TENNECO CHEMICALS, INC.
HEYDEN DIVISION

*Bel unshipped
2,000
6/30/70*

JAMES CLAYPOOLE
Manager, Sales Administration

TENNECO CHEMICALS, INC.

A Major Component of TENNECO INC.



HEYDEN DIVISION
280 Park Avenue
New York, N.Y. 10017

CONTRACT

December 15, 1969

Tenneco Chemicals, Inc., Heyden Division, has sold and agrees to deliver and
KELLY-PICKERING CHEMICAL CORPORATION
956 Bransten Road
San Carlos, California 94070

has purchased and agrees to take the following goods subject to the terms and conditions stated below:

PRODUCT: (R)
PENTEK (PENTAERYTHRITOL TECHNICAL)

QUANTITY: Partial requirements estimated at:
Twenty thousand (20,000) pounds

DELIVERY: Over a period of one year from January 1, 1970
to December 31, 1970

PRICE: Truckload or Carload, minimum 20,000 pounds \$.24 per pound
Less truckload \$.25 per pound

F.O.B. Fords, New Jersey. Freight allowed to destination in United States.

TERMS: Net 30 days

1-7-70 2,000
1-13-70 2,000

Payment shall be made in lawful money of the United States.

PACKING: 50 pound bags included.

*Bel shipped
6/30/70 16,000**

CONDITIONS: The conditions set forth on the reverse side hereof form a part of this contract. This contract is to be signed in duplicate, but shall not be valid unless signed by both parties hereto.

Subject to Purchaser's acceptance and return of duplicate copy within thirty (30) days from above date.

ACCEPTED KELLY PICKERING CHEMICAL CORP.

Date 1-20-70

TENNECO CHEMICALS, INC.
HEYDEN DIVISION

James Claypoole
JAMES CLAYPOOLE
Manager, Sales Administration

VAN WATERS & ROGERS
A DIVISION OF VWR UNITED CORPORATION
CHEMICAL DEPARTMENT

P. O. BOX 3200, RINCON ANNEK
SAN FRANCISCO, CALIF. 94119
PHONE (415) 467-2800

PURCHASE AGREEMENT

Chemicals for Industry

#186

(119)

Doc.

VAN WATERS & ROGERS, a Division of VWR United Corporation, hereinafter called the Seller, agrees to sell and deliver to
KELLY-PICKERING, 956 BRANSTEN ROAD, SAN CARLOS, CA. 94070
hereinafter called the Buyer, and said Buyer agrees to purchase and receive from said Seller the material herein described during the
period: from January 1, 1970 to December 31, 1970
subject to the terms and conditions shown below and upon the reverse side hereof.

MATERIAL	50% Liquid Caustic Soda
QUANTITY	At least 24,000 pounds
PACKING	PRESSURE VESSEL SERVICE INC., TANK
PRICE	\$3.35 per hundred weight F.O.B. pumped into PRESSURE VESSEL TANK on your site in SAN CARLOS, CALIFORNIA

TERMS: Net 10th Prox.

DELIVERY	PRESSURE VESSEL SERVICE INC. EQUIPMENT
----------	--

REMARKS

Deliveries are to be made in approximately uniform installments over the period specified. This agreement, signed in duplicate, is not valid unless countersigned by an authorized representative of the Seller. This agreement shall not be binding on Seller unless signed by Buyer and returned to Seller by _____.

Date Executed January 1, 1970

(Buyer) KELLY PICKERING CHEMICAL CORP.

By

GEN. MANAGER

(Please type or print the name and title of person who signed above.)

FORM 00-531-53 (11/67)

Date Executed January 1, 1970

(Seller) VAN WATERS & ROGERS
A DIVISION OF VWR UNITED CORPORATION

By

W. M. M. M. M.

CONDITIONS

1. If, during the period covered by this agreement, Buyer can purchase material of equal quality and quantity, and for a like use from a manufacturer located within the United States at lower prices than specified herein, Seller shall from month to month send a notification of satisfactory written evidence thereof, either meet said lower prices during the time in which they continue to be lower or permit Buyer to purchase the deliveries elsewhere during such time. Quantities so purchased shall be deducted from the quantity otherwise deliverable hereunder.

2. When in the opinion of Seller there is a period of shortage of supply of said material for any reason, Seller will allocate its available supply among any or all of its various customers upon such basis as it shall determine and justification with no liability on its part for failure to deliver the quantity or any portion thereof herein specified.

3. Seller may notify Buyer in writing, during the last fifteen days of March, June, September and December, of its intent to adjust the prices for the materials to be delivered during the next succeeding quarterly period. Seller may make such adjustment with the effect of changing the last fifteen days of any quarterly period preceding the first delivery date of the following quarter to effect the change for the following quarterly periods. If Buyer shall fail to cause written notice of its objection thereto to reach Seller within five days from the date of its receipt of Seller's notice, the change shall be deemed agreed to by Buyer. However, if Buyer shall cause notice of its objection to reach Seller within the specified time and the parties thereafter shall fail to agree upon an adjustment, either there shall be no adjustment or, at Seller's option, Seller shall be released from its obligation to sell and deliver and the Buyer shall be released from its obligation to accept and pay for the materials otherwise required to be delivered under this agreement for the quarter next succeeding the month in which the Seller shall give such notice.

Seller reserves the right to change the foregoing price adjustment provision from a calendar quarterly basis to a calendar monthly basis by notifying the Buyer, in writing, during the last fifteen (15) days of March, June, September and December. If such a change is made to a calendar monthly basis, then the prices herein may be adjusted by the Seller as of the beginning of any calendar month by so notifying Buyer in writing at least fifteen (15) days prior to the beginning of any calendar month.

4. If Seller shall be unable, by reason of any governmental decision, order or law, to sell the materials at the prices herein specified or at such other prices as it may desire to establish under the provisions of paragraph "3" aforesaid, Seller may terminate this agreement by mailing written notice to Buyer.

5. All payments due under this agreement shall be made in lawful money of the United States at the office of the Seller.

6. If Buyer shall fail to make payments when same become due or if Seller shall become dissatisfied as to Buyer's financial responsibility, Seller may decline to make deliveries under this agreement, except upon receipt of cash or satisfactory remedy.

7. All returnable containers used in connection with delivery of materials shall remain the property of Seller, but may be used by Buyer for the reasonable storage of original contents, and shall be returned to Seller in good condition within ninety days from date of original shipment. To secure the performance of this obligation, Buyer shall pay a deposit, without interest, at the time of payment for the contents, equivalent to Seller's current price for such containers, which said deposit shall be returned to Buyer's account upon return of the containers (from Seller's shipping point) in good condition within the time limited; if the return is not made as aforesaid, Seller may reject the containers tendered and retain the full amount of said deposit.

8. If material delivered hereunder shall be shipped in tank cars furnished by Seller, Buyer shall cause said cars to be unloaded within 48 hours (Sundays and holidays excepted) after receipt thereof.

9. Seller makes no warranty of any kind whatsoever, either express or implied, except the warranty that the materials sold shall be of merchantable quality. Buyer assumes complete responsibility for and agrees to hold Seller and its officers and employees harmless from all results, including damage to and loss of property and injury to or death of persons arising out of the handling, storage or use of said materials by Buyer or third persons after the same are delivered to Buyer, or upon Seller's delivery to carrier of shipping point, if then or not said materials are handled, stored or used singly or in conjunction with other products. Further, Seller does not guarantee that materials shall be free from patent infringements.

10. Seller shall not be liable for any failure to perform this agreement where such failure is due to circumstances beyond its control occurring either at its own works or warehouse or at its source of supply. Circumstances beyond the control of Seller shall be deemed to include but shall not be limited to the following: Act of God, fire, flood, war, governmental action, accident, labor trouble, and inability to obtain material, equipment or transportation.

11. Prices herein specified are based upon present taxes (other than sales taxes), freight rates, Internal Revenue charges, United States Tariff classifications, and import duties. Any increased costs resulting from changes in the aforesaid or from Buyer's selection of means of transportation shall be charged to Buyer. Further, Buyer shall reimburse Seller for all taxes or other charges which it is required to pay to any national, state or municipal government upon the sale, use, production, or transportation of materials. All warehouse insurance, loading charges, tolls, wharves, demurrage, wharf handling or warehousing, together with any increase over current rates on marine or other insurance, shall be charged to Buyer as an addition to prices specified.

12. No claim of any kind, whether as to goods delivered or for non-delivery of goods, shall be allowed in payment for the purchase price of the goods in respect of which such damages are claimed; and failure to give notice of claim within 30 days from date of delivery or the date fixed for delivery, respectively, shall constitute a waiver by the Buyer of all claims in respect of such goods. Such claim shall not be allowed to Seller without Seller's permission. No claim shall be allowable after goods have been processed in any manner.

13. The obligation of Seller to deliver materials shall be deemed fulfilled when it has delivered same in good condition to carrier at shipping point, the carrier acting as agent of Buyer.

14. Seller's weights taken at shipping point shall govern.

15. On or before the 15th day of each month, Buyer shall furnish definite shipping instructions in writing for the quantity required during the succeeding calendar month. However, Seller reserves the right to ship in any month a greater quantity than that specified. Each shipment shall constitute a separate sale. If Buyer shall fail to furnish said instructions for any given month, Seller may either regard this failure as a waiver by Buyer of its right to receive the material for the succeeding calendar month or include said month in its shipment deliveries under this agreement. Invoice price shall be based upon the quantity ordered for each delivery.

16. Buyer shall not assign its rights or delegate its duties under this agreement, in whole or in part, without prior written consent of Seller.

17. Title to all goods sold hereunder shall pass to Buyer upon Seller's delivery to carrier at shipping point.

18. This agreement constitutes the entire contract of sale and purchase between the parties for the materials specified herein. It shall not be altered or amended, nor its terms waived, except by an instrument in writing, signed by the parties to be bound thereby in this connection. It is understood that the acceptance or acknowledgment of purchase order forms containing provisions different from those of this agreement, shall not affect any modification hereof.

19. It is expressly understood that any technical advice furnished by Seller with reference to the use of its products is given gratis and Seller assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

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AGREEMENT FOR DETERMINING PRICE TO BE PAID
FOR PRODUCTS TO BE MANUFACTURED BY KELLY-
PICKERING, INC.

WHEREAS, KELLY-PICKERING, INC., hereinafter referred to as "Kelly", has been engaged in the manufacture of certain resins and varnishes for many years past; and

WHEREAS, AQUAVAR, INC., a California corporation hereinafter referred to as "Aquavar", has been engaged in the distribution of said and similar products; and

WHEREAS, the parties are desirous that there be a written memorial of their understanding relating to the cost to be paid by Aquavar for products manufactured by Kelly and sold by Aquavar;

NOW, THEREFORE, in consideration of the execution of this agreement by each other party hereto, the parties agree, as follows:

1. This agreement shall be supplemental to and shall be construed in conjunction with that certain agreement between the parties date March 22, 1963.
2. Both parties agree that the price paid by Aquavar to Kelly shall be determined as follows.

A. (1) Actual raw material cost, ~~plus loss in manufacturing~~, plus
(2) Drum cost at 1.2¢ per pound of finished products, plus
(3) Processing cost of 2¢ per pound of finished products

B. Merchandising costs shall be total of Aquavar expenses as follows:
(1) Sales expense, entertainment and automobile expenses at 3/4¢ per pound of finished products, plus
(2) Office expense, telephone answering service.

C. Price paid by Aquavar to Kelly shall be total of 2A plus one half the difference between the selling price obtained by Aquavar and the total of 2A/2B.
3. Notwithstanding anything in this agreement to the contrary, Kelly agrees, without further cost to Aquavar, to deliver all products manufactured by Kelly and sold by Aquavar wherein delivery is to be made within the following counties of the Bay Area: Santa Clara, San Mateo, Alameda, Contra Costa and San Francisco counties.
4. It is agreed that Aquavar will carry product liability insurance and in a case of a claim, the damage will be ~~divided~~ borne equally between Kelly and Aquavar. *→ loss and liability*

5. Kelly reserves the right to discontinue the manufacture of any varnish which becomes an unprofitable item as a result of either manufacturing cost, raw material cost, or competition.
6. It is also agreed that Kelly will not sell comparable varnishes to competitors of Aquavar for a lower price.
7. It is agreed by Kelly and Aquavar that this agreement applies only to the conventional type varnishes now sold. For water type varnishes the processing cost (2A3) will be 3¢ per pound of finished products.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 22nd day of March, 1963.

KELLY-PICKERING, INC., a corporation

By John F. Kelly President

By Rose E. Kelly Secretary

AQUAVAR, INC., a corporation

By J. S. Ulrich President

By Glady R. Ulrich Secretary

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AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of June, 1970, by and between Western Operations of EMERY INDUSTRIES, INC., an Ohio Corporation (hereinafter referred to as "Emery") and KELLY PICKERING CORP., a California Corporation (hereinafter referred to as "K.P."), for the period of January 1, 1970 through December 31, 1970.

WITNESSETH THAT:

The parties hereto agree as follows:

1. Emery agrees to sell and deliver Emery 915, 99.0% High Gravity Glycerine, (hereinafter referred to as "Glycerine") to K.P. as ordered by K.P., up to a maximum of 150,000 pounds during the period of this agreement and K.P. agrees to order and purchase from Emery during said period a minimum of 100,000 pounds of said Glycerine to meet the specifications set forth in "Exhibit A" hereto attached and made a part hereof.

2. As used herein "base price" shall mean 20.25 cents per pound for each pound of Glycerine. Said price is based upon:

- a. Purchases of 100,000 pounds up to 150,000 pounds for each agreement year.
- b. Purchases to be in accord with provision 2 (a) of storage agreement.
- c. Delivery to San Carlos, California only.

3. K.P. shall pay to Emery the base price, plus the net amount of adjustment provided in 3.a. for each pound of Glycerine purchased by it hereunder.

a. The base price shall be adjusted as follows:

- (1) Increased or decreased on the first business day of each month, by such amount as the tankcar price of Refined Synthetic 99.5% Glycerine, as published in the Oil, Paint and Drug Reporter on the first Monday of said month, differs from the tankcar price of Refined Synthetic 99.5% Glycerine as published in the Oil, Paint and Drug Reporter on the Monday immediately preceding the date of this agreement.

10. Any sales, use, or other tax which may be imposed on any sale hereunder is not included in the price quoted and shall be paid by K.P..

11. This agreement may be terminated as follows:

- a. Emery may terminate this agreement by giving written notice to K.P. if a governmental price regulation or any applicable regulation or law shall fix a maximum price for said Glycerine covered by this agreement below the then current price hereunder or if such regulation or law shall prevent or restrict Emery from revising the price of said Glycerine pursuant to the provisions of Section 3 of this agreement.
- b. K.P. may terminate this agreement by giving sixty (60) days prior written notice thereof if K.P. ceases to use said material or equivalent in its formulations.
- c. Emery may terminate this agreement by giving K.P. sixty (60) days prior written notice thereof if Emery ceases to manufacture and sell said Glycerine.
- d. In the event of termination of this agreement by either party, the minimum quantity specified in subparagraph 3. a. (2) shall be reduced by the ratio thereof that the expired portion of such agreement bears to one year.

12. If K.P. is offered material of equal kind and quality and in equal quantity for delivery over a twelve month period and subject to equal conditions but at a lower price than provided for herein and gives Emery satisfactory evidence thereof, Emery shall either meet such price or permit K.P. to purchase elsewhere at such lower price. If Emery chooses to meet such lower price this agreement will then be extended for a period of twelve months from the effective date of the lower price.

13. Neither this agreement nor any order thereunder shall be assigned by either Emery or K.P..

14. This agreement constitutes the entire agreement between Emery and K.P. with respect to the purchase and sale of Glycerine and there are no other understandings, representations, or warranties of any kind whatsoever except as expressly set forth herein. No waiver, alteration or modification of any provisions of this agreement or any understanding or agreement not set forth herein shall be valid and binding upon Emery or K.P. unless made in writing and signed by a duly authorized officer.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and their corporate seals to be affixed by their officers thereunto duly authorized on the day and year first above written.

EMERY INDUSTRIES, INC.
Western Operations

BY: _____

KELLY PICKERING CORPORATION

BY: *Paul Turner Jr.*

"EXHIBIT A"

EMERY 915
GLYCERINE

SPECIFICATIONS

	<u>MIN.</u>	<u>MAX.</u>
Glycerol Content, %	99.0	
Specific Gravity 25°/25°C	1.2595	
Color, APHA		150
Residue on Ignition, %		0.1
Chloride, %		0.01

A G R E E M E N T

THIS AGREEMENT made this 16th day of June, 1970, between KELLY PICKERING CORPORATION, a California corporation, (hereinafter called K.P.) and EMERY INDUSTRIES, INC., an Ohio corporation (hereinafter called EMERY).

WITNESSETH:

WHEREAS, K. P. owns or leases certain property including a five thousand gallon storage tank located at 956 Bransten Road, San Carlos, California, 94070.

WHEREAS, EMERY desires to ship on consignment from its Commerce, California plant tankwagons of Emery 915 - 99% High Gravity Glycerine and to store the same in K.P.'s storage tank so that said product, when sold by EMERY, may be more expeditiously delivered to customers in that locale, and EMERY further wishes K.P. to perform certain services in connection with filling orders for said product and K.P. is willing to do so upon payment by EMERY as herein provided.

WHEREAS, K. P. desires to have the right to draw on the contents of said storage tank for its own use or consumption, as is required.

It is now, therefore, agreed by and between the parties in consideration of the premises and the covenants herein set forth as follows:

1. EMERY shall, as required to maintain adequate inventory, ship tank wagons of EMERY Glycerine on consignment to Emery Industries, Inc. at the location of K. P.'s storage tank and, K.P. agrees to maintain said storage tank in continuous service for storage of said glycerine. EMERY shall pay to K. P. a storage charge of fifty dollars (\$50.00) per month for use of said storage tank.

2. (a) K. P. shall have the right to withdraw Emery 915 from the contents of said storage tank, located at its plant, as is required, and on the last working day of each month will place purchase orders with EMERY covering the amount of EMERY 915 withdrawn during said month. K.P.'s requirements shall take precedence over those of other EMERY customers whose orders may be filled from K.P.'s storage tank.

(b) K.P. agrees upon request of EMERY, either in writing or by telephone subsequently confirmed in writing, to transfer to tank wagons provided by EMERY or EMERY's purchasers, the quantity of EMERY 915 specified in the request from the

storage tank into said tank wagons, and agrees further to provide all other necessary equipment and services as may be required for properly effecting such a transfer, including, but not limited to, transfer lines and pumps. EMERY shall pay to K.P. a pumping charge of 1.25 cents per gallon on all Emery Glycerine delivered out of said storage tank to EMERY's customers or for K.P.'s own use.

3. Responsibility for losses are to be determined and fixed as follows:

(a) K. P. shall be responsible for physical losses of Emery Glycerine in excess of one half percent (0.5%) of the total annual volume of such product handled, resulting from receiving, storage, drumming and loading for shipment. Losses are to be determined at the end of each calendar year in which this agreement is in effect on the basis of the difference in the total of all Emery Glycerine received by K.P. and the total of all Emery Glycerine released by K.P., plus the physical inventory of said Glycerine held by K.P. at the end of each calendar year. All weights are to be verified by certified scale tickets. Settlement of any such excessive losses is to be based on average market price of all Emery Glycerine shipped to K.P. during agreement year.

(b) K.P. shall be responsible for losses resulting from contamination of Glycerine while on K.P. premises with settlement to be based on the market price of said Glycerine at the time the loss occurs. Extent of said loss is to be based on amount of Glycerine held by K.P. as determined by the most recent monthly inventory less subsequent shipments as verified by certified scale tickets or tank measurements. If any EMERY 915 glycerine becomes contaminated while on the premises of K.P. which can be restored to its original state by reprocessing by EMERY at a total cost which is less than the market value of Glycerine meeting EMERY 915 specifications, EMERY shall reprocess the said contaminated Glycerine and charge the costs including shipping expenses from and to San Carlos to K. P. or apply such costs as a set-off against any indebtedness to K.P.

4. K.P. agrees to indemnify and hold harmless, EMERY, its agents and employees from any and all claims due to loss or damage to property or personal injury or death which results from, or is connected with, the storage of said tank cars on K.P.'s siding, or K.P.'s use or operation thereof.

5. No liability shall result to either party from delays in performance or non-performance caused by circumstances beyond the control of the party affected, including, but not limited to, acts of God, fire, flood, explosion, war, declared or undeclared, action, or order of governmental authority; accident, labor trouble or shortage; inability to obtain material, equipment or transportation; but each of the parties hereto shall be diligent in attempting to remove such cause or causes.

6. This Agreement shall be effective beginning the 1st day of April, 1970, and shall remain in effect for a period of one year and thereafter shall be renewed for successive periods of one year automatically unless cancelled by either party upon ninety (90) days written notice, provided that EMERY shall have the right upon continued payment of rental and service charges herein specified to exhaust the Emery Glycerine remaining in K.P.'s storage tank upon the date of termination, provided that if said remaining contents are not sold within ninety (90) days after termination, EMERY shall remove the Emery Glycerine from K.P.'s storage tank.

Either party shall have the right to terminate this contract upon material breach or default by the other party upon thirty (30) days written notice to the other party indicating the nature of the breach or default unless the same is cured by the party of default within said thirty (30) days.

7. Termination of this Agreement shall not affect the right of K.P. to payments from EMERY accrued before termination or post-termination payments accruing if EMERY operates after termination under the provisions of Paragraph 6 hereof. Further, termination shall not affect any rights of EMERY hereunder which have accrued prior to termination. It is understood that no waiver by either party of any breach or default by the other shall constitute a waiver of any subsequent breach or default of this Agreement.

8. This Agreement is made under and shall be interpreted by the laws of the State of California.

IN WITNESS WHEREOF, the parties through their duly authorized officers have executed this Agreement on the day and year first above written.

EMERY INDUSTRIES, INC.

by C. F. Williams
Its General Manager

KELLY PICKERING CORPORATION

by Thos. Turner Jr.
Its MGR.

STORAGE TANK AGREEMENT

AGREEMENT, made this 1st day of January, 1970,

by and between KELLY-PICKERING CORP., 956 BRANSTEN ROAD, SAN CARLOS, CA. 94070 hereinafter referred to as "first party, and PRESSURE VESSEL SERVICE, INC., hereinafter referred to as "second party";

A. In consideration of the execution of this agreement by each of the parties hereto, and in consideration of the purchase by first party of the following merchandise:

50% Liquid Caustic Soda, but in no event less than 24,000 pounds.

from Van Waters & Rogers, Inc., and in consideration of the mutual covenants of the parties, hereinafter set forth, the parties AGREE as follows:

1. Second party shall, at second party's expense, supply the following equipment on the premises of first party;

- A) 1000 gallon Caustic Tank
- B) One 1 1/2 Caustic Valve
- C) Stand for the above tank

Said equipment shall, at all times, remain the personal property of second party.

2. Second party shall pay for and keep in force a policy of liability insurance on said equipment in amounts of \$100,000/\$300,000.00.

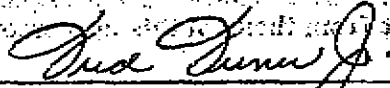
3. First party shall assist second party in the determination of the location of said equipment on the property of first party, and shall do all things reasonably necessary to protect the title of second party to said equipment.

4. First party agrees not to use the equipment of second party, hereinabove referred to, for any purpose other than to store products delivered by second party.

5. First party agrees to pay, when due, all personal property taxes which may be levied against said equipment.

6. First party agrees to faithfully perform the provisions of the contract mentioned in Paragraph A hereinabove. First party further agrees that in the event of breach of said contract by first party, the damage to second party by reason of said breach would be difficult, if not impossible to ascertain; that in the event of said breach, second party shall be entitled to receive from first party the total cost to second party of installing the equipment mentioned hereinabove in Paragraph 1. Said total cost shall include cost of parts, labor, taxes and charges of every nature. This remedy shall be the exclusive money damages remedy of second party, but shall be in addition to all other remedies which may arise by operation of law. In addition thereto, second party shall have the right to enter the premises of first party for the purpose of removing said equipment.

The terms set forth on the reverse side hereof are specifically made a part of this agreement.


First Party

PRESSURE VESSEL SERVICE, INC.

By 
Second Party